

## AGENCY AGREEMENT

between

**e-domizil GmbH**  
Taunusstr. 21  
60329 Frankfurt  
Deutschland

below referred to as "**e-domizil**"  
and

*below referred to as "**product partner**"*

### 1. Subject matter of the contract

**1.1** The product partner assigns e-domizil the task of procuring holiday apartments and houses which below referred to as "objects". Parties herewith agree to present objects on the web of e-domizil, its international markets pages and on selected partner pages, i.e. atraveo.de, tourist-online.de, tuivillas.de. The procurement comprises of the initiation and conclusion of travel agreements – below referred to as "bookings" – and their amendment, cancellation and termination as well as certain responsibilities relating to handling of payment and dispatch of travel documents described hereafter for the product partner.

**1.2** Externally as well as internally e-domizil will always act as an agency, whilst the product partner is in accordance with contractual and legal obligations responsible for the provision of the booked objects. The contractual partners agree that the product partner can cooperate with other agents and e-domizil can do the same with other product partners.

### 2. Offer presentation

**2.1** The product partner provides e-domizil with a detailed description of the product partner's objects free of charge. The description comprises of a characteristic list, text, photos, information on the location, availabilities, prices, additional charges and seasonal particularities. The product partner guarantees that all details are complete and true.

**2.2** The product partner shall provide all details via an electronic interface. The product partner is obliged to regularly update the details so that the information is always accurate. This particularly applies to availabilities, prices and subsequent changes that may occur to the state of the object or surrounding area (e.g. building sites, disruptions, access constrictions).

**2.3** The product partner will not withhold any part of its product from e-domizil. In particular the product partner will provide all objects, all details on the object description and availabilities as the product partner does directly or indirectly offer to customers elsewhere.

**2.4** The product partner declares that he has direct written contracts with the owners of the objects being offered, which allow the product partner to fulfil the duties arising from the present agency agreement. The product partner shall ensure that he will not offer any objects via e-domizil which the product partner obtains from third parties, i.e. persons who are not the owners of the objects being offered (prohibition of sub agents).

**2.5** The product partner is obliged to state gross prices which include the commission (see section 4.5) as well as taxes and any other duties. The additional charges are also to be included into the travel price insofar as they are compulsory for the customer. A payable visitor's tax as well as all optionally payable additional charges are to be shown separately.

**2.6** The product partner is obliged not to undercut the prices displayed on e-domizil. This prohibits the product partner from offering the object directly or indirectly at a lower price than that stated on e-domizil.

**2.7** Based on the information provided by the product partner e-domizil will create object presentations and will display these via the internet as a part of e-domizil's general business activities. The product partner is obliged to at least randomly check the object presentation if they are accurate and complete. In the case of any errors e-domizil is to be immediately informed.

**2.8** The product partner will not place any advertisements in the object presentation which include links to internet pages as well as email addresses and phone numbers of the product partner.

**2.9** In addition to the object description the product partner will provide e-domizil with all required information including training material, details of new products, special offers and discounts. Should any changes be made to the terms and conditions for customers, electronic interfaces, addresses or contact persons then e-domizil is to be informed in good time and at least two weeks prior to the change being made.

### **3. Booking, amendment, cancellation, termination**

**3.1** As part of the general business activity e-domizil will provide customers with information and offers and will handle booking enquiries, amendments, cancellations and terminations.

**3.2** In the case of a booking enquiry e-domizil shall immediately inform the product partner. The same applies to amendments requested by the customer for bookings. The product partner is obliged to promptly respond (at least within a period of 24 hours) to e-domizil after receipt with either a confirmation or rejection. e-domizil will only confirm the booking after receiving confirmation from the product partner. In the case of automated booking transfer, the booking is considered confirmed as soon as a booking number has been transmitted.

**3.3** In the case of a cancellation or termination made by the customer e-domizil will promptly inform the product partner. Should the customer directly contact the product partner then the product partner will immediately inform e-domizil. The same applies in the case of a cancellation or termination made by the product partner.

**3.4** The product partner shall inform e-domizil immediately if it should transpire that - for whatever reason - a booking which has already been confirmed cannot be fulfilled. In this case, the product partner shall ensure that the customer is provided with alternative accommodation of at least the equivalent standard. Should the product partner have provided no alternative accommodation within a reasonable space of time, e-domizil shall then seek alternative accommodation. Possible additional costs shall be borne by the product partner.

**3.5** Communication in respect to bookings, amendments, cancellations and terminations between the product partner and e-domizil shall be made by electronic means, via email and in exceptional cases by phone.

**3.6** The basis for every booking and binding for the product partner is the written booking confirmation from e-domizil to the customer, the object presentation at the time of the booking displayed on e-domizil or partners pages as well as e-domizil's or partner pages terms and conditions for customers and product partners terms and conditions in their respective current version.

#### **4. Payment and commission**

**4.1** The rental takes place in the name and for the account of the product partner. Product partner grants e-domizil a power of attorney to collect the travel price including additional costs in the name of, and for the account of the product partner with power of representation or to receive payments. e-domizil or a sister company will generally handle the collection of customer payments on behalf of the product partner for all procured bookings resulting from this contract. This includes next to the rental prices all additional charges which are payable prior to arrival as well as all amendment and cancellation charges. Exceptions can be agreed separately between the contractual partners in the context of any single booking.

**4.2** The amount of the initial payments as well as due dates for customer payments follow the stipulations of the terms and conditions for customers in their current version.

**4.3** The collection of customer payments starts with the billing to the customer. Payments are regarded as in time if they have been received by e-domizil on the due date. Should the payment not be made on time a multi-stage default action will start. A shortened default procedure applies to initial payments. Should e-domizil determine that a claim is uncollectable then e-domizil will terminate the booking and transfer the claim for cancellation costs to the product partner. The product partner is free to proceed with the claim. Should e-domizil transfer the claim due to impossibility of collection then e-domizil will waive its commission for this booking.

**4.4** e-domizil will retain the collected amounts from the customer and shall transfer the amounts to the product partner no later than three days after arrival of the customer. The contractual partners may agree on collective invoice procedures. If any fees arise for bank transfers, they have to be paid completely by the product partner.

**4.5** The product partner remunerates e-domizil for every booking made with a commission. The commission amounts to 15% of the travel/rental price as shown in the booking confirmation. This also includes costs for all the supplementary services such as final cleaning and bed linen as far as the customer is obliged to pay for them or e-domizil takes the payment in advance. No commission is calculated from the visitor's tax and similar taxes as well as on

services which are rendered and billed on site by a third party. In case of cancellations the commission refers to the cancellation fee. The commission is continuously due on the respective travel date and is regularly retained by e-domizil from the initial payment made by the customer. If subject to sales tax/VAT then all commissions are plus the due sales tax/VAT.

**4.6** e-domizil is free to demand a booking fee from the customer, to display on the website and to collect it. It is up to e-domizil to determine the amount of the booking fee.

**4.7** A booking is considered successfully complete when a customer has completed the booking process on one of e-domizil's websites, e.g. by ticking a checkbox, and the contract partner in turn has confirmed the booking to e-domizil or the booking has been correctly transmitted into the booking system by creating a booking number.

**4.8** In the event that a customer should extend his/her stay, the product partner shall handle the billing and encashment for the extension weeks. The product partner shall transfer the respective commission portion to e-domizil within 2 weeks after the end of the customer's stay.

**4.9** e-domizil is entitled to settle compensation claims or reductions against payments due to the product partner. In such a case the product partner has no right to refuse performance in regard to the customer.

## **5. Travel documents**

**5.1** The product partner is obliged to provide e-domizil upon booking or latest 4 weeks prior to check-in date with all required information for the key handover and directions including the address of the object as well as the address of the key holder.

**5.2** e-domizil will pass on the information to the customer.

## **6. Complaints**

**6.1** The product partner is obliged to promptly inform e-domizil of the receipt of a complaint for any procured booking made via e-domizil. Furthermore, e-domizil is to be kept informed in respect to all important developments in respect to the handling of the complaint.

**6.2** Should the customer contact e-domizil with a complaint then e-domizil shall promptly inform the product partner. Should any respites be applicable for complaints then timely receipt with e-domizil shall be sufficient.

## **7. Customer data and data protection**

**7.1** Each Party shall be responsible to determine the purposes and the means of their respective processing of the Personal Data for the performance of the Agreement. For avoidance of doubts, such processing will not include providing Personal Data disclosed by e-domizil or on behalf of e-domizil ("e-domizil Data") to any third parties unless otherwise required by any applicable law or court order. e-domizil shall retain all rights, title and interest in the e-domizil Data (including any amendments or alterations to the e-domizil Data).

It is the responsibility of each Party to ensure that it

(i) processes the Personal Data fairly and lawfully in accordance with this Agreement and Data Protection Legislation;

(ii) shall at all times have in place, appropriate technical and organisational security measures so that the Personal Data is protected against unauthorised or unlawful processing and against accidental loss, destruction or damage; and  
(iii) that its employees are appropriately trained to handle and process the Personal Data in accordance with the technical and organisational security measures together with the Data Protection Legislation.

The product partner shall immediately notify e-domizil of any unauthorised or unlawful use of the e-domizil Data, or any unauthorised or accidental loss of, damage to, alteration of, destruction of, or disclosure of any Personal Data administered in connection with this Agreement ("Security Breach"). The product partner agrees to provide all reasonable information, co-operation and assistance as is necessary to e-domizil:

- (a) to minimise or stop such Security Breach;
- (b) to prevent such Security Breach reoccurring; and/or
- (c) to assist e-domizil to comply with its internal/external reporting obligations.

**7.2** The product partner is obliged not to use the provided customer data for direct or indirect advertising. This particularly includes phone calls, emails or postal advertising. This obligation is indefinite and extends beyond the end of the cooperation.

## **8. Liability**

**8.1** The product partner is liable towards the customer particularly for providing the booked object in the way it is contractually and legally required.

**8.2** The product partner is liable for the provided object description, particularly for ensuring that the product partner holds the rights to all provided texts, photos, layouts and videos. Furthermore, the liability also applies to whether prices stated adhere to laws and regulations.

**8.3** The product partner exempts e-domizil from all compensation and abatement claims which may result from those stated in section 8.1 and 8.2. Should legal action be taken then the product partner shall assume all attorney and court fees.

**8.4** e-domizil is liable for all actions within their activity as a travel agent. e-domizil excludes all liability for damages caused by the customer.

## **9. Contract duration**

**9.1** This contract runs until 31.12.2021. It is automatically extended by one year, unless the product partner or e-domizil terminates it by 30.11. of the respective current fiscal year.

**9.2.** The right to extraordinary termination for important reason remains unaffected.

**9.3** In case of a termination – regardless of the reason – the product partner remains bound to meet the obligations in respect to the already procured bookings and fulfil them in accordance to this contract and attachments.

## **10. Final provisions**

**10.1** The contractual partners guarantee one another complete discretion in regard to all obtained business and trade secrets which may be passed on due to this contractual agreement. The same applies to this contract as well as all attachments. The obligation to secrecy remains applicable after this contract ends or is terminated.

**10.2** This contract replaces all previous agreements between both contractual parties. (This is not applicable to bookings that at the time of the conclusion of the contract had already been procured.) No ancillary verbal agreements have been made with this contract. Any amendments or additions to this contract must be made in written form. The attachments which are referred to are part of the contract.

**10.3** Both the product partner and e-domizil strive to achieve an amicable solution in case of a contractual dispute. In the case of legal actions are commenced then Frankfurt shall be the court of jurisdiction. German law is applicable.

**10.4** Should any provision be or become void either wholly or in part, this shall not affect the validity of the remaining provisions. Any void or invalid provision will be replaced by the product partner and e-domizil with a valid provision that economically and legally comes closest to the intention of what the parties wanted to achieve.

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**Location, Date**

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**Location, Date**

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**e-domizil GmbH**

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**Product partner**